

Date: April 1, 2014

**RESIDENTIAL SWIMMING POOL SERVICES
U.S. EMBASSY, ABIDJAN**

To: Prospective bidders

Subject: Request for Proposals number **S-IV100-14-Q-0017**

Dear Bidders,

Enclosed is a Request for proposals (Q) for swimming pool services. If you would like to submit a quotation, follow the instructions in Section 5 of the solicitation, complete the required portions of the attached document, and submit it to the following address:

**American Embassy Abidjan
Attn: Contracting Officer
Solicitation # SIV100-14-Q-0017 (swimming pool services)
Abidjan, Cote d'Ivoire**

Please submit your quotation in a sealed envelope marked "Quotation Enclosed" to the above address. The deadline for receipt of quotations is Thursday April 10th, 2014 at 16:00 local time. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

SF-1449 (block 17a, 24 and 30). Block 24 should list the total value of the quote for the base year and the option year.

Section 1. The Schedule

Section 6. Representations and Certifications

Additional Information as required in Section 2 & 5.

A Pre-Proposal Conference has been scheduled for Thursday April 3rd, 2014, at 15:00 at the U.S. Embassy Premises, Riviera golf.

Direct any questions regarding this solicitation to **Paul Gyakye-Smith** by email at gyakyesp@state.gov.

Sincerely,

Tracci GABEL
Contracting Officer

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SIV100-14-Q-0017	
						6. SOLICITATION ISSUE DATE 03/31/2014	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Paul Gyakye-Smith GSO, Procurement Email: gyakyesp@state.gov				b. TELEPHONE NUMBER(No collect calls) (225) 2249-4215	
						8. OFFER DUE DATE/ LOCAL TIME April 10, 2014, 16:00	
9. ISSUED BY The Procurement Section American Embassy, Abidjan Riviera Golf 01 BP 1712 Abidjan 01		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO US Embassy Abidjan American Embassy, Abidjan		CODE		16. ADMINISTERED BY Projects / Contracts Office Procurement Section American Embassy, Abidjan			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Budget and Finance Office American Embassy, Abidjan	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Swimming Pool Services –See Section 1 For complete details			15			
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE (1) COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Tracci GABEL, GSO		31c. DATE SIGNED 3/31/2014	

SECTION 1 - THE SCHEDULE
RFQ NUMBER S-IV100-14-Q-0017
PRICES BLOCK 23

1. PRICES AND PERIOD OF PERFORMANCE

Contractor shall perform maintenance and repair services, including furnishing all labor, material, chemical products and services, for the U.S. Embassy, Abidjan. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. Government will pay the Contractor the fixed price per square meter for standard services and a fixed rate per square meter for any additional services requested by the Government, that have been satisfactorily performed.

After Contract award and submission of acceptable insurance certificates, the Contracting Officer (CO), shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from start date listed in the "Notice to Proceed," (unless the Contractor agrees to an earlier date) on which performance shall start.

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity the minimum and maximum residences are defined below:

Minimum: The Government shall place orders totaling a minimum of 1 residence.

This reflects the contract minimum for the base year and each option period.

Maximum: The amount of all orders shall not exceed 15 residences. This reflects the contract maximum for the base year and each option period for temporary/additional services.

The performance period of this contract is from the start date given in the "Notice to Proceed," and continuing for 12 months, (one year) with four, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

1.1. BASE PERIOD

A. For Standard Services: The firm fixed price based on average cubic meters.

Cost per cubic meter **inclusive** of labor and material (firm-fixed price) is: _____.

B. Temporary Additional Services. The unit price per cubic meter. (firm-fixed-price)

is: _____

Total Temporary Additional Services Not to exceed 15 residences

is: _____

C. Total Cost Base Period: _____ (A + B)

1.2 FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

A. Standard Services. The firm fixed price for the first option year of the contract is:

Per cubic meter _____.

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

Per cubic meter _____

Total Temporary Additional Services Not to Exceed 15 residences annually.

C. Total First Option Year: _____ (A + B)

1.3 SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

A. Standard Services. The firm fixed price for the second option year of the contract is:

Per cubic meter _____.

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

Per cubic meter _____.

Total Temporary Additional Services Not to Exceed 15 residences annually:

D. Total Second Option Year: _____ (A + B)

1.4 THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

A. Standard Services. The (firm fixed price) for the third option year of the contract is:

Per cubic meter: _____.

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

Per Cubic Meter _____.

Total Temporary Additional Services Not to Exceed 15 residences annually.

C. Total Third Option Year: _____ (A + B)

1.5 FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

A. Standard Services. The (firm fixed price) for the fourth option year of the contract is:

Per cubic meter: _____.

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

Per cubic meter _____.

Total Temporary Additional Services Not to Exceed 15 residences annually.

C. Total Fourth Option Year: _____ (A + B)

Base Period: _____

First Option Year: _____

Second Option Year: _____

Third Option Year: _____

Fourth Option Year: _____

Grand Total _____

2 - SUPPLIES OR SERVICES AND PRICES/COSTS

2.1 SCOPE OF SERVICES

Contractor shall provide swimming pool maintenance and repair services permanently on eight residences and for temporary periods on any residences that are vacant for the U.S. Embassy, Abidjan in accordance with Section 1 - Description/Specifications/Work Statement.

2.2 TYPE OF CONTRACT

This is a firm-fixed type contract for Swimming Pool maintenance and Repair Services.

2.3 TYPES OF SERVICES

Standard Services

Contractor shall provide swimming-pool maintenance and repair services as specified in Section 1 - Description/Specifications/Work Statement, and as further described in the other terms and conditions of this contract.

2.4 PRICING

Contractor shall be paid in consideration of satisfactory performance of all the scheduled services required under this contract.

2.5 DOSAR 652.216-71 PRICE ADJUSTMENT (DEC 1994)

(a) Contract price per swimming-pool maintenance and repair may be adjusted based on increases or decreases in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by the Cote d'Ivoire Government. Direct service labor costs include only the costs of wages and direct benefits (such as social security, health insurance, and unemployment compensation insurance) paid to or incurred for performing services under services listed in Section C of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to

labor costs of personnel not performing direct service labor under the categories of Section 1, nor for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever.

- (b) For the Contracting Officer to consider any request for adjustment the Contractor shall demonstrate in writing:
- (c) That the change in the law occurred subsequent to the award date of the contract, and;
- (d) That the change in the law could not have been reasonably anticipated prior to award of the contract, and;
- (e) How the change in the law directly affects the Contractor's costs under this contract.
- (f) The Contractor shall present data that clearly supports any request for adjustment, including (1) the calculation of the amount of adjustment requested and; (2) documentation which identifies and provides the appropriate portions of the text of the particular law from which the request is derived.
- (g) In Order to establish the change between the requested adjusted rate and the original rate, the Contractor will be required to support with the appropriate data and composition of the original rate and the requested adjusted rate. This will include details regarding specific hourly rates paid to individual employees.
- (h) Only direct cost changes mandated by enacted laws will be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums should not be considered. Therefore, if the Contractor elects to increase his payments to employees who are already being paid at or above the mandated amounts, such increased costs to the Contractor shall be borne solely by the Contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.
- (i) Any request for adjustment shall be certified by signature by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- (j) No request by the Contractor for an adjustment under this clause shall be allowed if asserted after final payment under this contract.
- (k) This clause shall only apply to the laws enacted by the government identified above and which meet the criteria set forth above in (a). No adjustments shall be made due to currency devaluations or fluctuations in exchange rates.

3 - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

3.1 Work Requirements.

3.1.1 General. Contractor shall provide maintenance and repair services to the swimming pools of eight residences on permanent bases. Contractor shall also perform repair and maintenance works on other pools as shall be requested by the COR of this contract as temporal additional services. This shall include but not limited to the following responsibilities:

- I. Maintain Water Quality – 3 times a week including:
 - a) Test and maintain chlorine level.
 - b) Test and maintain PH level.
 - c) Clean sides of pool with a brush.
 - d) Vacuum the bottom of the pool.
 - e) Check, empty and clean skimmer baskets.

f) Maintain correct water level.

II. Clean Filters

- a) Check and Clean pump filter basket once a week
- b) Clean the filters themselves at least once a week
- c) Clean lime scale build up at least once a week
- d) All pools check for damaged tiles within the pool – (visual inspection – report any damage to COR immediately.)

III. Sand Filters – are different and have different steps:

- a) Check the PSI guage on top of the filter.
- b) Back wash and rinse.
- c) Clean lime scale build up.

Contractor employees shall be on site only for contractual duties and not for any other business purposes.

3.1.2 Personnel. The contractor shall provide skilled labor force meeting the requirements in the paragraphs below. The workforce shall be able to provide the services in accordance with the skills associated with swimming pool maintenance and repair.

3.1.3.1 Definitions.

"General Instructions" mean those instructions, directives and guidelines that apply to all personnel.

"EMR" means the official residence of the Ambassador.

"Chancery" means the building of the embassy used for official activities or means the official residence of the ambassador.

"Daily" means 5 days per week, on each non-holiday workday.

"DCMR" means the official residence of the Deputy Chief of Mission.

3.1.3.2 The contractor shall prepare general instructions for the work force. These general instructions must be approved by the Contracting Officer's Representative (COR) prior to issuance. The contractor shall provide these drafts to the COR for review within thirty days after award of the contract.

3.3 Management and Supervision.

The USG shall supervise directly personnel provided by contractor under this contract.

4 - PACKAGING AND MARKING (RESERVED)

5 - INSPECTION AND ACCEPTANCE

5.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.246-4 INSPECTION OF SERVICES - AUG 1996
FIXED-PRICE

6 - DELIVERIES OR PERFORMANCE

6.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.242-15 STOP-WORK ORDER AUG 1989

52.242-17 GOVERNMENT DELAY OF WORK APR 1984

6.2 PERIOD OF PERFORMANCE

The contract will be for a one-year period from the date of the contract award, with a four (4) one-year options to renew.

6.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To</u>
Certificate/ Authorization	1	10 days after award	COR
List of Personnel/ Ready for assignment	1	10 days after award	COR

7 - CONTRACT ADMINISTRATION DATA

7.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

The Contracting Officer's Representative (COR) for this contract shall be the **Facilities Maintenance Supervisor**.

7.2 SUBMISSION OF INVOICES

Invoices shall be submitted in an original and three (3) copies to the Contracting Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

The Budget and Finance Office
American Embassy, Abidjan
01 BP. 1712, Abidjan 01
Email: AbidjanFMOinvoices@state.gov

SECTION 2 - SPECIAL CONTRACT REQUIREMENTS

2.1 SECURITY

The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The contractor shall provide the names, biographic data and police clearance on all contractor personnel who shall be used on this contract prior to their utilization.

2.2 STANDARDS OF CONDUCT

(a) General. Contractor shall maintain satisfactory standards of employee competency conduct cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The contractor's employees shall wear clean, neat and complete uniforms when on duty. The contractor shall have the company name boldly written on the uniforms of all contractor employees.

(c) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

(d) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

(e) Intoxicants and Narcotics. The contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority

or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

(g) Key Control: N/A

2.3 PERSONNEL HEALTH REQUIREMENTS

All employees must be in good general health without physical defects or abnormalities, which would interfere with the performance of their duties. They shall be free from communicable disease.

2.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) Bonds. The Government imposes no bonding requirement on this contract. The contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) Employee Salary Benefits. The Government shall fund and pay only those employee benefits included in the fixed prices or hourly rates incorporated in this contract. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the contractor is responsible for payments of such costs and must include all such costs in the fixed prices or hourly rates incorporated in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The contractor hereby assumes absolute and TOTAL responsibility and liability for ANY and ALL personal injuries or death and/or property damage or losses suffered due to negligence of the contractor's personnel in the performance of the services required under this contract. The contractor's assumption of absolute liability is independent of any insurance policies.

(e) Insurance. The contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. For those contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3. The contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the contractor's performance of this contract. The contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

(f) Permits. Without additional cost to the Government, the contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenser required by the host government are entirely the responsibility of the offeror.

2.5 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change,

expiration or cancellation is effective. When coverage is provided by self-self insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

SECTION 3 - CONTRACT CLAUSES

3.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.202-1	DEFINITIONS	SEP 1991
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 1995
52.215-26	INTEGRITY OF UNIT PRICES	APR 1991
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-42	REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 1995
52.217-8	OPTION TO EXTEND SERVICES	AUG 1989
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APR 1984
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	AUG 1989
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN 1991
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-11	EXTRAS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-25	PROMPT PAYMENT (B)(2)...30th day...	MAR 1994

52.232-34	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES -- ALTERNATE I (DEC 1991)	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-4	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	APR 1991
52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE II (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1995
52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (ALTERNATE I)	DEC 1989 APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND (SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

3.2 52.216-18 ORDERING (OCT 1995)*

(a) Any services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.3 52.216-19 ORDER LIMITATIONS. (OCT 1995)*

(a) Minimum order. When the Government requires services covered by this contract in an amount of less than 1USD, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of USD 2,000;

(2) Any order for a combination of items in excess of USD 5,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of

any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

((d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [2] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

3.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty days of expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years, six months.

3.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond []. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [the expiration date], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

3.6 652.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES (DEC 1994)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the contractor or any of its employees, subcontractors, or consultants.

3.7 652.204-71 SECURITY REQUIREMENTS - PERSONNEL. (JULY 1988)

The Contractor agrees, if directed by the Contracting Officer, to furnish the Government with the name, date and place of birth, current address, and such other biographical information as is readily available to the Contractor, concerning any individual before permitting said individual to perform under this contract. The Contractor further agrees to permit only those individuals approved by the Government to be used in the performance of this contract.

3.8 652.214-71 NOTICES. (DEC 1994)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in

the schedule of the contract. The Contracting Officer must make all modifications to the contract in writing.

3.9 652.228-70 INDEMNIFICATION. (JULY 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

3.10 652-237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (DEC 1994)

(a) The Department of State observes the following days as holidays:

New Year's Day	Mawlud
Martin Luther King's Birthday	Easter Monday
Washington's Birthday	Labor Day – C.I.
Memorial Day	Ascension Day
Independence Day	Pentecost Monday
Labor Day	Night of Destiny
Columbus Day	End of Ramadan
Veterans Day	Assumption Day
Thanksgiving Day	Tabaski
Christmas Day	

Any other day designated by Federal law, Executive Order, or Presidential Proclamation. The Contracting Officer if requested by Contractor shall provide actual dates.

(b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, if the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The

cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

3.11 652.246-70 COMMERCIAL WARRANTY. (JULY 1988)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

3.12 PAYMENT IN LOCAL CURRENCY

All payments shall be made in CFA francs.

3.13 ARAB LEAGUE BOYCOTT OF ISRAEL

(a) Definitions. As used in this clause:

(1) The term "foreign person" means any person other than a United States person as defined in paragraph (2); and,

(2) The term "United States person" means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person). Any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By accepting this award, the contractor certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. App. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

3.14 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS OF 1979, AS AMENDED

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. App. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions if taken with intent to comply with, further or support the Arab League boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any person or firm to refuse, to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement with, a requirement of, or a request from or on behalf of the boycotting countries.

(2) Refusing, or requiring any person or firm to refuse to employ or otherwise discriminate against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person.

(3) Furnishing information with respect to the race, religion, or national origin of any person or firm or of any owner, officer, director, or employee of such person.

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel.

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization, which supports the State of Israel.

(6) Paying, honoring, confirming or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott", and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1) - (6) of this clause:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment.

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation.

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country.

(4) Complying or agreeing to comply with export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel or to any national or resident of Israel.

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country.

(6) Compliance by a person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his/her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his/her own use, including the performance of contractual services within that country, as may be defined by such regulation

SECTION 4 - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

4.1 LIST OF ATTACHMENTS: CONTRACTOR FURNISHED MATERIALS

The contractor shall provide all materials required to perform the standard and temporary additional services as specified in this contract.

4.2 EXHIBIT C: GOVERNMENT FURNISHED PROPERTY

All materials are required to perform this service will be supplied by the contractor and not by the U.S. Government.

4.3 LIST OF RESIDENCES

RESIDENCIES		LENGTH	WIDTH	AREA	HEIGHT	VOLUME/POOL	WHOLE VOLUME	Chlorine content
		m	m	m ²	m	m ³	m ³	g
R1	Chi. Pool*	6.4	3.18	20.35	1.5	31	133.5	45.8
	Big pool	7.83	5.98	46.82	2.2	103		154.5
	TOTAL	14.23		67.18				200.3
R2	Chi. pool	2.85	5.4	15.39	1.23	19	124.2	28.4
	Big pool	5.09	5.4	27.49	3.83	105		157.9
	TOTAL	7.94		42.88				186.3
R3	Chi. pool	4.13	4.82	19.91	1.47	29	99.5	43.9
	Big pool	5.63	4.82	27.14	2.59	70		105.4
	TOTAL	9.76		47.04				149.3
	Baby pool						8.9	0.0
		3	2.63	7.89	0.5	4		5.9
		2.8	2.63	7.36	0.67	5		7.4
	TOTAL	5.8		15.25				13.3
R4	Chi. pool	2.96	4.84	14.33	1.5	21	82.0	32.2
	Big pool	6.8	4.84	32.91	1.84	61		90.8
	TOTAL	9.76		47.24				123
R5	Chi. pool	3.96	5.18	20.51	1.4	29	80.4	43.1
	Big pool	6.24	5.18	32.32	1.6	52		77.6

	TOTAL	10.2		52.84				121
R6	Chi. pool	4.93	3.48	17.16	1.08	19	165.6	27.8
	Big pool	6.5	3.48	22.62	6.5	147		220.5
	TOTAL	11.43		39.78				248
R7	Chi. pool	2.25	4.7	10.58	1.05	11	67.7	16.7
	Big pool	5.35	4.7	25.15	2.25	57		84.9
	TOTAL	7.6		35.72				102
R8	Chi. pool	1.8	3.95	7.11	1.15	8	54.9	12.3
	Big pool	6.23	3.95	24.61	1.9	47		70.1
	TOTAL	8.03		31.72				82
R9	Chi. pool	3	3.85	11.55	1.09	13	52.8	18.9
	Big pool	4.88	3.85	18.79	2.14	40		60.3
	TOTAL	7.88		30.34				79
R10	Chi. pool	2.5	3.9	9.75	1.34	13	48.0	19.6
	Big pool	5.4	3.9	21.06	1.66	35		52.4
	TOTAL	7.9		30.81				72
R11	Chi. Pool Ø	4		12.56	1.3	16	43.4	24.5
	Big pool Ø	4.5		15.90	1.7	27		40.5
	TOTAL			28.46				65.0
R12	Chi. Pool*	3.74	4	14.96	1.12	17	53.85	25.1
	Big pool	5.36	4	21.44	1.73	37		55.6
	TOTAL	9.1		36.40				81
R13	Chi. pool	3.9	4.9	19.11	1.55	30	118.56	44.4
	Big pool	11	4.9	53.90	1.65	89		133.4
	TOTAL	14.9		73.01				177.8
R14	Chi. pool	3	4	12.00	1	12	44.00	18.0
	Big pool	5	4	20.00	1.6	32		48.0
								0.0
	TOTAL	8		32.00				66.0
	Baby pool							
R15	Chi. pool	3.4	4	13.60	1.2	16	35.04	66.0
	Big pool	2.6	4	10.40	1.8	19		28.1
	TOTAL	6		24.00				
	TOTAL			48.00				94

SECTION 5 – CONTRACT PROVISIONS

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

5.1 SUBMISSION OF OFFERS

5.1.1 General. This solicitation is for the performance of the services described in Section 1.

5.1.2 Summary of instructions. Each offer must consist of a completed solicitation, in which the SF-1449 cover page (blocks 12 through 18, as appropriate), and Sections 1 and 2 have been filled out. In accordance with 2.6 (a), provide evidence of bonds, if required; 2.6 (f) evidence of permits and with 2.6, Certificate of Insurance.

The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 1449, "Solicitation, Offeror and Award."

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

5.1.3 PROPRIETARY DATA

Proprietary data shall be specifically identified by page(s), paragraph(s) and sentence(s), and shall not be generalized.

5.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	APR 1984
52.215-8	ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	DEC 1989
52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA/	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-15	FAILURE TO SUBMIT OFFER	JUL 1995
52.215-16	CONTRACT AWARD	OCT 1995*
	ALTERNATE II	OCT 1995
52.215-36	LATE SUBMISSIONS, MODIFICATIONS, AND / WITHDRAWAL OF PROPOSALS (Overseas)	AUG 1996
52.237-1	SITE VISIT	APR 1984

* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

5.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.215-14 EXPLANATION TO PROSPECTIVE OFFERORS (APR 1984)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Management Officer, US Embassy Abidjan.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5.4 FINANCIAL STATEMENT

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

5.5 RESERVED

5.6. DOSAR 652.206-70 COMPETITION ADVOCACY/OMBUDSMAN (DEC 1994)

The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and contracting practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation identified elsewhere in this solicitation. If concerns are not adequately addressed, contact the Department of State Competition Advocate on (703) 516-1680, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive, A/OPE/CA, Suite 603, SA-6, Washington, DC 20522-0602.

5.7 652.214-71 AUTHORIZATION TO PERFORM (DEC 1994)

The Contractor warrants that (a) it has obtained authorization to operate and do business in the country or countries in which this contract will be performed; (b) it has obtained all necessary licenses and permits required to perform this contract; and (c) it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

SECTION 6- EVALUATION FACTORS FOR AWARD

6.1 EVALUATION OF PROPOSALS

6.1.1 General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

6.1.2 BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, acceptable offeror who is a responsible contractor. Price will be evaluated as provided elsewhere in this section. Acceptability will be based on compliance with the solicitation requirements and any technical information provided by the offeror with its proposal, if requested in Section L or otherwise included with the offeror's proposal. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.1001.

6.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

6.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted would be made on the basis that the Government will require the quantities shown in Section B - SERVICES AND PRICES, of this solicitation.

6.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

6.5 AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-16, Alternate II (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.610(a).

Section 7 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (DEC 2012).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, or has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, or is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, or is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required implementing provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It has, or has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, or has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It has developed and has on file, or has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”: Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:
Line Item No.

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:
Line Item No. Country of Origin

[List as necessary]

(4) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o. Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

o. Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) Common parent.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

Note to bidder/offeror: If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
----------	--------	--------

(1) United States citizens or residents		
---	--	--

(2) Individuals hired in the United States, regardless of citizenship		
---	--	--

(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: _____
--	--	------------------------

Third Country Nationals: _____

(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		
---	--	--

Local nationals: _____

Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Cote d'Ivoire

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a) (4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)